IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 1052 OF 2005
IN
SUIT NO. 441 OF 1989

Sadashiv D. Paigude ... PLAINTIFF

V/s.

Balkrishna Dattatraya Sawant & Ors. DEFENDANTS

Miss B.S. More i/b. Patil Ghanekar & Co. for the plaintiff.
None for the defendant.

CORAM : ANOOP V. MOHTA, J.
DATED : 17th March, 2006

P.C.

. Heard.

2. This Notice of Motion has been taken out in Suit No. 441 of 1989 which has been disposed of by Consent Terms executed on 24th March, 1995 between the parties. Having once executed Consent Terms, there is no question of claiming any declaration through Notice of Motion as sought to be claimed in the present case. By this Notice of Motion, plaintiff has further claimed order of injunction from the Court against defendants from dealing with and/or disposing of and/or parting with and taking the possession of the suit property in pursuance to the Consent Term executed between the parties. The Consent Terms once

executed need to be respected at least by the parties between whom Consent Terms have been executed. Such Notice of Motion according to me is frivolous and needs to be dismissed.

3. The Notice of Motion dated 29th March, 2005 is pending without any ad-interim relief since then. The averments therefore even if made in this affidavit in support of Notice of Motion cannot be accepted for any ad-interim relief as claimed. The Notice of Motion is therefore dismissed with no order as to costs. Parties are at liberty to take appropriate steps if so desired.

[ANOOP V. MOHTA, J.]